

STORM LAKE / TEAMSTERS #554 (POLICE) 07-10

AGREEMENT
BETWEEN
CITY OF STORM LAKE, IOWA
AND
GENERAL DRIVERS AND HELPERS UNION,
LOCAL NO. 554
July 1, 2007 to June 30, 2010

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ARTICLE 1 DEFINITIONS

A. City or Employer

As used in this Agreement, the terms "City" or "Employer" shall mean the City of Storm Lake City, Iowa, or its authorized representatives.

B. Employee

As used in this Agreement, the term "Employee" shall mean all employees represented by the Union in the bargaining unit as defined and certified by the Public Employment Relations Board in Case Number 6767.

C. Union

As used in this Agreement, the term "Union" shall mean the General Drivers and Helpers Union, Local No. 554, affiliated with the International Brotherhood of Teamsters, or its authorized representatives.

D. Department

As used in this Agreement, the term "Department" shall mean the Police Department of the City of Storm Lake City, Iowa.

ARTICLE 2 RECOGNITION

Pursuant to and in accordance with all applicable provisions of the Act and in recognition of the Board's certification of the Union in Case No. 6767, the City does hereby recognize the Union during the term of this Agreement, as the sole and exclusive representative for all Employees of the City included in the Bargaining Unit as:

Included: All police officers and detectives.

Excluded: Lieutenants, Captains, Police Chief, all other Police Department employees and all employees excluded by Iowa Code Section 20.4.

ARTICLE 3 UNION DUES

A. Dues Checkoff

1. Upon receipt of a voluntary written individual order therefore from any of its Employees covered by this Agreement on forms provided by the union, the City

will deduct from the pay due such Employee those dues, initiation fees, and other uniform assessments.

2. Such order shall be effective only as to Membership dues becoming due after the date of delivery of such authorization to the payroll office of the employing unit. Deductions shall be made only when the Employee has sufficient earnings to cover same after deductions for Social Security, Federal Taxes, State Taxes, Retirement, Health Insurance and Life Insurance. Deductions shall be in such amount as shall be certified to the City, in writing, by the authorized representative of the Union.

B. Termination of Dues

Such orders shall be terminable with written notice to the City and the Union either between June 15th and June 30th of the last year of each Contract or within a two week period following the anniversary date of the Employee's authorization to withhold dues. The City agrees not to hold requests to terminate authorization for payroll dues deduction. Such deductions shall cease within sixty (60) calendar days from receipt of the Employee's notice to terminate dues deduction.

C. Indemnification

The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability which may arise out of any action taken or not taken by the City for the purpose of complying with the provisions of this section.

**ARTICLE 4
GRIEVANCE PROCEDURES**

A. Definition

A grievance shall mean only a complaint that there has been an alleged violation of any specific provisions of this agreement not specifically excepted from the grievance procedure.

B. General Provisions

1. Every employee covered by this agreement shall have the right to present grievances in accordance with these provisions. Any aggrieved person may be represented at all formal levels of the grievance procedure by the employee himself/herself, or by the employee and a representative from the Union if the employee chooses to have a representative with him/her.
2. The failure of any employee to act on any grievance within the prescribed time limits will act as a bar to any further appeal and a supervisor's failure to give a

decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutually written agreements.

3. It is agreed that any investigation or other handling or processing of any grievance by the grieving employee shall be conducted so as to result in no interference with or interruption whatsoever of the work activities of the grieving employee.
4. In matters dealing with alleged violations in those areas over which a supervisor has no authority to grant the appropriate relief, and in all cases in which the decision being grieved is a decision which was made by the City Administrator, the grievance shall be initiated at the Third Step. The time limits for filing a grievance at the Third Step shall be the same as the time limits for filing at the Second Step.

C. Processing Grievances

1. First Step

An attempt shall be made to resolve any grievance in informal, verbal discussion between the grievant and his or her supervisor.

2. Second Step

If the grievance cannot be resolved informally, the aggrieved employee shall file the grievance in writing, and, at a mutually agreeable time, discuss the matter with the Police Chief, or the Chief's designated representative. The written grievance shall state the remedy requested. The filing of the formal, written grievance at the second step must be within fourteen (14) calendar days from the act or omission giving rise to the grievance, or when it should have been reasonably discovered. The Police Chief, or designated representative shall make a decision on the grievance and communicate it in writing to the employee and the City Administrator within fourteen (14) calendar days after receipt of the grievance.

3. Third Step

In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved employee shall file, within seven (7) calendar days of the date of the written decision at the second step, a copy of the grievance with the City Administrator. Within fourteen (14) calendar days after such written grievance is filed, the grievant and the City Administrator, or designee, shall meet to resolve the grievance. The City Administrator, or designee, shall file an answer within fourteen (14) calendar days of the third-step grievance meeting and communicate it in writing to the employee.

4. Fourth Step

In the event a grievance has not been satisfactorily resolved at the third step, a party may, within fourteen (14) calendar days of the date of the written decision at the third step, demand arbitration by giving the other party written notice of such demand.

Within seven (7) calendar days after a party's receipt of the written notice demanding arbitration, the parties shall attempt to agree upon the selection of an arbitrator. If they cannot so agree, the party demanding arbitration shall request a list of seven (7) arbitrators from the Iowa Public Employment Relations Board. Beginning with the party demanding arbitration, the parties shall alternately strike names from the list until only one name remains, and that person shall be the arbitrator.

An arbitrator selected pursuant to the fourth step of this Article shall schedule a hearing on the grievance and the date for such hearing shall be determined by the parties within sixty (60) calendar days following the date of the written notice of demand for arbitration. After hearing such evidence as the parties desire to present, the Arbitrator shall issue a written opinion and award. The arbitrator's decision must be issued within thirty (30) calendar days of the arbitration hearing.

The arbitrator shall have no authority to add to, subtract from, modify or amend any terms of this Agreement. A decision of the arbitrator, within the scope of his/her authority, shall be final and binding upon the City, the Union and the aggrieved Employee(s).

The City and the Union will share equally the costs of arbitration, including the fees and expenses of the arbitrator. Any other expenses shall be paid by the party incurring them.

D. Election of Remedies

If an employee files a grievance under this procedure, the employee waives his or her right to file a claim or complaint under any other procedure and in any other forum pertaining to or arising out of the same set of facts and circumstances. If an employee files a claim or complaint under any other procedure or in any other forum, the employee waives his or her right to file a grievance under this procedure pertaining to or arising out of the same set of facts and circumstances.

ARTICLE 5 DISCRIMINATION

The City will not interfere with or discriminate, in respect to any term or condition of employment, against any Employee covered by this Agreement because of membership in the Union or legitimate and legal activity required in this Agreement on behalf of the Union.

The Union recognizes its responsibilities as the exclusive bargaining representative and agrees to represent all Employees in the unit without discrimination, restraint or coercion.

The provisions of this Agreement shall be applied equally to all Employees without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation, or disability. The Union shall share equally with the City the responsibilities for applying this provision of the Agreement. Further, the Union agrees to cooperate fully in any affirmative action program or activity undertaken by the City or required of the City by any agency of the State or Federal Government.

ARTICLE 6 USE OF BULLETIN BOARD

The City will provide reasonable space for official Union Business on the bulletin board in Squad Room. Use of the board shall be limited to the following general types of notices:

- A. Listing of Union Officers and Officials.**
- B. Union meetings.**
- C. Union elections.**
- D. Necessary and proper Union business and information.**

Any material posted on the bulletin boards as provided in this Article shall not contain anything in violation of federal or state laws; nor shall it contain personal references to individuals. Union stewards and union officials and representatives shall be entitled to post the material provided on the designated bulletin board space. Any union material posted on the bulletin board shall be identified as authenticated and authorized by the union business representative.

ARTICLE 7 EVALUATION PROCEDURES

- A. Frequency of Evaluations**

Employees will be evaluated by their supervisor at such frequency as the supervisor may determine, but not less than once each fiscal year.

B. Evaluation Form

The evaluation form will be determined by the City.

C. Evaluation Conference

A conference regarding the evaluation will be held between the employee and the evaluator following the completion of the written evaluation. A copy signed by both parties will be given to the employee.

D. Employee Response

All evaluation reports will be placed in the employee's personnel file. The employee has the right to respond to the evaluation report, and such response will become part of the evaluation report.

**ARTICLE 8
SENIORITY**

A. Definition

Seniority shall mean length of continuous full-time, regular service in the service of the City since the employee's last date of hire, regardless of civil service rank.

If the employee has successfully completed training at the Iowa law enforcement academy or another training facility certified by the director of the Iowa law enforcement academy before initial appointment as a patrol officer, the probationary period shall be for a period of nine (9) months and shall commence with the date of initial appointment as a patrol officer. If the employee has not successfully completed training at the Iowa law enforcement academy or another training facility certified by the director of the Iowa law enforcement academy before initial appointment as a patrol officer, the probationary period shall be for a period of nine (9) months and shall commence with the date of initial appointment as a patrol officer and shall continue for a period of nine (9) months following the date of successful completion of training at the Iowa law enforcement academy or another training facility certified by the director of the Iowa law enforcement academy. A patrol officer transferring employment from one Iowa jurisdiction to another shall be employed for a probationary period of nine (9) months. During the period of probation, the employee may be removed or discharged from such position without the right of appeal to the civil service commission.

B. Break in Seniority

An Employee's seniority shall be broken so that no prior period or periods of employment shall be counted and his/her seniority shall cease upon:

1. Discharge.
2. Voluntary quitting.
3. Absence without notification for three (3) consecutive working days, unless excused by the Employer.
4. Absence due to lay-off which continues for more than three (3) years.
5. Failure of an Employee to return to work upon recall within twenty-one (21) calendar days after notice is mailed to him/her by the Employer by certified mail to his/her last known address appearing on its records, unless subsequently excused by the Employer.

ARTICLE 9 TRANSFER PROCEDURES

A. Definition

A transfer is defined as a movement of an employee from one job classification to another.

B. Procedure

Transfers shall be subject to and shall be governed by the provisions of Chapter 400 of the Code of Iowa.

ARTICLE 10 REDUCTION IN FORCE AND RECALL

A. Order of Layoff

Whenever it becomes necessary for Employees to be laid off, the Employees shall be laid off in reverse order of their seniority as defined in this Agreement. Provided further, however, that any reduction in the number of Employees within any given classification shall be by reverse order of seniority within that classification, subject to the provisions of Chapter 400, Code of Iowa, for Employees moved from a higher to lower classification. The order of layoff, by classification, shall be as follows:

1. Temporary Employees
2. Part-time Employees
3. Full-time Employees

B. Notice

All Employees laid off in accordance with the provisions of this Article, as per authority of the City, shall be given written notice by the Police Chief of such layoff at least fourteen (14) calendar days prior to the effective date, with a copy of said notice being given to the City Administrator.

C. Eligibility for Recall

The names of Employees laid off shall be placed on a re-employment list. Such persons shall be eligible for re-employment in reverse order of layoff for a period of three (3) years, provided that they are still qualified and able to perform the job.

D. Removal

When an Employee is notified to return to work, the employee must advise the Employer of his/her desire to return to work within seven (7) calendar days of the date of the notification and the employee must return to work within twenty-one (21) calendar days of the date of the notification or he/she will be automatically dropped from the re-employment list. Notification to an employee shall be sent by certified mail to the last known address appearing on the City's records.

**ARTICLE 11
HOURS OF WORK AND OVERTIME**

A. Workday

The normal workday or shift for employees shall be twelve (12) hours, inclusive of a paid meal period. The normal workday or shift for detectives shall be eight (8) hours, inclusive of a paid meal period. The normal workday may be adjusted to meet the operational needs of the City.

B. Work Week

The regular work week for employees will be one hundred sixty-eight (168) consecutive hours beginning at 6:00 A.M. on Sunday and ending at 5:59 A.M. on the following Sunday.

C. Meal Periods and Breaks

Police officers and Detectives shall be granted a 30-minute meal period with pay. On Sundays and holidays, police officers and detectives shall be granted a one-hour meal period with pay. Employees shall remain on call during their paid meal period.

Employees shall receive, when possible, a fifteen (15) minute paid break at or near the middle of the first half and the last half of their scheduled workday.

D. Overtime

For purposes of calculating overtime, the term "hours worked" will be defined as provided in Title 29, Part 785 of the Code of Federal Regulations. Overtime hours worked shall be compensated at a premium rate of one and one-half (1½) the employee's hourly rate of pay (determined in compliance with the Fair Labor Standards Act) for all hours worked in excess of 86 hours during a work period of fourteen (14) days for police officers or in excess of 80 hours during a work period of fourteen (14) days for detectives and the school resource officer.

No employee shall be compensated for overtime work unless such work has been approved by the employee's supervisor.

E. Compensation for Overtime

Payment for overtime shall be made in accordance with Section 7 of the Fair Labor Standards Act.

F. Call Back Time

An employee who is called back to work by the employer shall receive a minimum of two (2) hours.

G. Court Time

When an employee is required by the City to testify in a criminal or civil matter for the City, or to testify in a criminal matter resulting from charges brought by the employee under the State Code, the hours actually spent by the employee shall be considered as hours actually worked for the purpose of considering overtime. Employees will be guaranteed a minimum of two (2) hours of court time for each date on which they have a court appearance. Court time must be authorized and approved by the Department Head.

H. On-Call Pay

Detectives and the K-9 officer are required to remain on call and shall be paid \$0.75 per hour for each hour worked as compensation for their on-call time.

I. Records

The City shall be responsible for maintaining an accurate record of actual hours worked by employees.

ARTICLE 12 WAGES

A. Wage Rates

The wage rate for each employee is set out in Appendix A which is attached to and made a part of this Agreement. Employees will be paid only for hours actually worked unless otherwise provided in this Agreement.

Newly hired employees who are certified by the Iowa Law Enforcement Academy will be placed on Step 1 of the salary schedule. In the discretion of the Employer, newly hired employees who are certified by the Iowa Law Enforcement Academy and who have previous law enforcement experience may be placed on a higher step of the salary schedule.

B. Pay Period

The pay period for all employees will be a bi-weekly period which will begin at 6:00 a.m. on Sunday and end at 5:59 a.m. on Sunday fourteen (14) consecutive days thereafter.

C. Paydays

Employees shall be paid on the Wednesday following the end of the pay period.

ARTICLE 13 INSURANCE

A. Hospital and Medical Insurance

1. The employer maintains for each employee a health and accident insurance policy. The employer shall make the final decision as to any change in the policy, or as to any change in the carrier. The employer agrees to maintain the benefits which were in effect on November 29, 2004, for the duration of this Agreement. The employer shall contribute 90% of the premium for employee coverage, and the employee shall contribute 10% of such premium for the duration of this Agreement. The employee may elect to cover the employee's dependents under the policy. If the employee so elects, the employer shall contribute 90% of the premium for dependent coverage, and the employee shall contribute 10% of such premium for the duration of this Agreement.
2. Coverage shall begin as set out in the policy and coverage will be in accordance with and to the extent provided under the terms of the policy.

B. Life Insurance

1. The employer maintains a group term life insurance policy for each employee in a face amount equal to the nearest thousand dollars of an employee's salary not to exceed \$50,000.00 at no cost to the employee. Coverage includes \$5,000 for spouse and \$500-\$1,000 for children depending on age. The level of contribution may vary, as may the level of benefits provided.
2. The coverage of an employee shall begin as set out in the policy and coverage shall be in accordance with and to the extent provided under the terms of the policy.

C. Long Term Disability Insurance

1. The employer maintains a group long-term disability policy for each employee.
2. The coverage of an employee shall begin as set out in the policy and coverage shall be in accordance with and to the extent provided under the terms of the policy.

D. Dental Insurance

The City agrees to offer a group plan of dental insurance to employees, provided a sufficient number of employees (as determined by the insurance carrier) agree to participate. Employees will be responsible for full payment of the premium for such insurance

**ARTICLE 14
LEAVES OF ABSENCE**

A. Sick Leave

1. Sick leave shall be used for personal illness and injury and will not be allowed to be taken if an employee is injured while gainfully employed by a different employer who should be covered by Worker's Compensation.
2. An employee shall accumulate sick leave equal to one shift day per month. (An eight-hour shift employee shall accumulate eight (8) hours of sick leave per month and a 12-hour shift employee shall accumulate twelve (12) hours of sick leave per month.) All employees shall have the right to accumulate unused sick leave up to a maximum of one thousand four hundred and forty (1,440) working hours. Sick leave shall accumulate during each month that the employee is paid wages by the City or is on an unpaid leave of absence.
3. An employee may be required to furnish a medical statement, at the employee's cost, from the attending physician for any absence chargeable to sick leave:

- a. For the purpose of verifying illness or injury, and/or
 - b. Certifying the employee as able to work in the position held prior to the illness or injury.
4. To be eligible for sick leave payment, an employee shall notify the Police Chief, or designee, as soon as possible, but in any event not later than the starting time of the employee's workday, unless the employee is unable to notify the City because of an emergency.
5. No employee is entitled to compensation for unused sick leave time. Termination of service shall terminate any and all obligation of the City in connection with the unused sick leave time, except that upon termination an employee or the estate of the employee will be compensated for unused sick leave at the rate of eight (8) hour's pay for each thirty-two (32) hours of unused sick leave that has accrued. Compensation will be based on the employee's regular straight time hourly wage rate at the time of termination.
6. Beginning the first day of absence resulting from a non-job related illness or injury, an employee shall be eligible for sick pay at the rate of 100 percent of the regular wage for the employee's maximum accrued sick leave time.
7. An employee who elects to use sick leave to supplement Worker's Compensation or Disability must notify the employer in writing. If an employee elects to use sick leave, the City shall pay to such employee the amount by which such weekly worker's compensation or disability check is exceeded by the amount that such employee would have been entitled to receive as regular pay for the same period. Any amounts paid to an employee under this section shall be chargeable against employee's sick leave. The employee shall give a copy of each worker's compensation or disability check to the City in order for the City to calculate the proper amount of sick leave benefit. In no event shall the combined amount of such sick leave and Worker's Compensation or disability exceed the normal wage that the employee would have received from the City for the period involved. No employee may use sick leave to supplement Worker's Compensation paid as a result of an on the job injury for an employer other than the City.
8. No employee will be eligible for paid sick leave if the employee is a new employee on probation and/or has not completed six (6) months of service.

B. Funeral Leave

1. In case of a death of a spouse, child (including a stepchild), parent (including stepparent), or spouse's parent (including spouse's stepparent) the employee will be granted five (5) full days of paid leave which may be taken at any time commencing with the death of a spouse or child.

2. In the case of a death in the immediate family, an employee will be granted not to exceed three (3) full days of paid leave in order to arrange and attend the funeral. Any such leave shall be only for the scheduled workdays falling within the period commencing with the death and extending to the day of the funeral. "Immediate family" is defined as grandparents, spouse's grandparents, a sister (including stepsister), a brother (including stepbrother), or a sister or brother of a spouse (including stepsister or brother of a spouse).
3. In the case of a death of a relative of the employee (including spouse's relative) through a first cousin but not in the immediate family, an employee will be granted one (1) day of paid leave to attend the funeral.
4. In the event that an employee requires additional time off from work in order to attend a funeral of a family member, the employee may, with written approval of the City Administrator, be given additional time off from work without pay or as a deduction of vacation time or personal holiday.
5. An employee may be allowed time off from work not to exceed four (4) hours, without pay, to attend the funeral of a friend, to serve as a pallbearer, or to serve in a military funeral.

C. Jury Leave

1. An employee who is summoned for jury duty shall receive a paid leave of absence for the time the employee spends in such duty. Such employee shall be entitled to retain jury service fees.
2. An employee who is summoned for jury duty but who is not selected shall return to work; and an employee who is selected for jury duty shall return to work when released from jury duty within the employee's scheduled work hours.
3. An employee who is called for witness or jury duty shall present his/her supervisor the original summons or subpoena from the court, and, at the conclusion of such duty, a signed statement from the Clerk of Court, or other evidence, showing the actual time in attendance at court.

D. Military Leave

The City shall comply with Section 29A.28, Iowa Code, as the section may be amended from time to time, in granting leave of absence for military service.

E. Voting Leave

The City shall comply with Section 49.109, Iowa Code, in granting time to vote as the section may be amended from time to time.

F. Leave Without Pay

1. An employee may be entitled to a leave of absence without pay for medical reasons if the employee is unable to return to work after exhausting sick leave, vacation leave, and any unused compensatory time off. (See Appendix to Section 31: Family Medical Leave Act) An employee anticipating such leave shall present a doctor's statement verifying that the employee's condition incapacitates the employee from working and shall state the date when the employee is reasonably able to return to work. Unless the employee returns to work on that date, or on a later date, by reason of extension granted by the employer based on medical ground, the employee shall be considered to have voluntarily resigned. This leave of absence without pay status following sick, leave may extend only for a specific time period not to exceed one (1) calendar year or the employee's period of employment, whichever is shorter.
2. During a leave of absence without pay, the employee:
 - a. Must pay group hospital insurance premiums falling due during the month the employee is not on the payroll unless leave falls under the authority of the family medical leave act of 1993 in which the City will continue to pay premiums;
 - b. Must pay premiums for coverage under any group life insurance plan;
 - c. Shall not accrue any other benefits during the period of absence such as sick leave, vacation leave, or holiday leave.

The employer may make exceptions to any of the above conditions (a-c) for a leave of absence without pay not exceeding thirty (30) days.

G. Pre-Determined Temporary Disability Leave

1. Except as hereinafter modified, all policies, rules, and regulations applicable to employees who are granted sick leave shall be applicable to employees applying for pre-determined temporary disability leave. Sick leave, to the extent of an employee's accumulated earned sick leave, shall be paid only during the time of medical confinement which shall be the time medically indicated for termination and recommencement of duties.

2. An employee shall notify the City Administrator as soon as the necessity for taking sick leave becomes known to the employee.
3. Following a pre-determined temporary disability leave, the employee shall furnish a statement from his/her physician setting forth the date that he/she became incapacitated due to personal illness and unable to perform his/her normal duties, and the date that such incapacity terminated. Sick leave benefits, to the extent of accumulated sick leave earned, shall be paid only for such period of incapacity.

The determination of whether and/or when the employee is capable of returning to work following the pre-determined temporary disability shall be made in consultation with the employee, the City Administrator and the employee's physician, and may also be in consultation with a physician of the Employer's own choosing.

H. Extended Leaves of Absence

1. Policy

It is the policy of the City to grant employees extended leaves of absence under certain circumstances. Except as stated below, employees will not receive compensation during a leave of absence.

2. FMLA

The City will comply with the provisions of the federal Family and Medical Leave Act ("FMLA"). The Appendix to this policy outlines the FMLA's requirements including the rights and obligations of employees, notification requirements, and the City's obligations.

3. Eligibility

Employees generally are eligible for leaves of absence if they have completed at least one year of service, or as specified by law. The granting and duration of each leave of absence and the compensation received by the employee, if any, during the leave of absence will be determined by the City in conjunction with applicable federal and state law. The following types of leaves will be considered:

- a. Sick Leave of Absence: Employees who are unable to work because of a serious health condition or disability may be granted a sick leave of absence. This type of leave covers disabilities caused by pregnancy, childbirth, or other related medical conditions. The City requires certification of an employee's need for sick leave, both before the leave begins and on a periodic basis thereafter, by the employee's health care provider.

- b. Employees may be granted a parental leave of absence to care for a child upon birth or upon placement for adoption or foster care.
- c. Family Care Leave of Absence: Employees may be granted a family care leave of absence for the purpose of caring for a child, spouse, or parent who has a serious health condition. The City requires certification of the family member's serious health condition, both before the leave begins and on a periodic basis, by the family member's health care provider.
- d. Personal Leave of Absence: Employees may be granted a leave of absence to attend to personal matters in cases in which the City determines that an extended period of time away from the job will be in the best interests of the employee and the City.
- e. Military Leave of Absence: An extended leave of absence for military service will be granted Uniformed Services Employment and Reemployment Rights Act.
- f. Educational Leave of Absence: Employees who want to continue their education in preparation for added responsibilities with the City may be granted an educational leave of absence.
- g. Public Service Leave of Absence: Employees who want to accept temporary employment in federal, state, or local government or with an organization devoted to community service may be granted a public service leave of absence.

4. Request for Leave

Request for a leave of absence or any extension of a leave should be submitted in writing to the employee's department head thirty days prior to commencement of the leave period, or as soon as is practicable. The department head will forward the request to the City Administrator recommending approval or denial. The City Administrator will make the final decision concerning the request. All employees on approved leave are expected to report any change of status in their need for a leave or their intention to return to work to the City Administrator.

5. Work While On Leave

Employees who are on an approved leave of absence may not perform work for any other employer during that leave, except when the leave is for military or public service.

6. Use of Accrued Leave

Every employee on a sick leave will be required to use all accrued personal, vacation, and sick days while on leave. However, employees who are covered by the City's disability or workers' compensation insurance, and are therefore already receiving compensation, may only use sick leave to supplement insurance benefits not to exceed 100% of their normal wage. Every employee on a family care, personal, educational, or public service leave of absence will be required to use all accrued personal and vacation days while on leave. The City will provide health insurance and other benefits to employees on leave as required by law. Benefits that accrue according to length of service, such as paid vacation, holiday, personal, and sick days, do not accrue during periods of leave.

7. Reinstatement

Employees returning from a leave of absence will be reinstated to their same job or to an equivalent job with equivalent status and pay, as required by law. Employees returning from a sick leave must provide certification of their ability to perform the functions of their job. Employees returning from a military leave must also comply with all of the reinstatement requirements specified by federal law. If the same job, or one of equivalent status and pay, is not available as a result of a reduction in force, the employee will be treated in the same manner as though he were not on leave at the time of the reduction in force.

8. Special Leave of Absence

Employees who are unable to report for work because of arrest and incarceration will be placed on a special personal leave of absence. If the employee is unable to secure bail, the leave of absence will continue until final disposition of the charges. If the employee is freed on bail, a decision whether to allow the resumption of active employment pending disposition of the charges will be made by the employee's department head and the City Administrator. They will determine whether reinstatement would be consistent with the City's needs and requirements.

9. Failure to Return to Work

If an employee fails to return to work at the conclusion of an approved leave of absence, including any extension of the leave, the employee will be considered to have voluntarily terminated employment.

ARTICLE 15 VACATIONS

A. Accumulation

Subject to and in accordance with the provisions of this article, employees shall earn paid vacations after continuous active service pursuant to the following schedule:

Eight (8) Hour Shift Employees		Twelve (12) Hour Shift Employees	
<u>Years of Service</u>	<u>Hours Earned</u>	<u>Years of Service</u>	<u>Hours Earned</u>
1	40	1	42
2	80	2	84
3	88	3	92
5	96	5	101
7	104	7	109
9	112	9	118
10	120	10	126
12	128	12	134
14	136	14	143
16	144	16	151
18	152	18	160
20	160	20	168

Vacation will be earned on a monthly basis (one-twelfth (1/12) of the annual vacation being earned each month) except that no vacation will be granted or paid to an employee unless the employee has completed the first year of service. An employee who leaves employment during a month will earn no prorated vacation.

B. Anniversary Date

The purpose of a vacation is to enable an employee to enjoy periodic rest from the employee's regular job so that the employee may return to work refreshed. The vacation year will be the individual employee's anniversary date to anniversary date. No employee shall be entitled to vacation pay in lieu of vacation.

C. Carryover

All vacation time earned must be taken by the employee prior to the employee's anniversary date following the anniversary date during which the vacation was earned, unless the City Administrator allows a portion of the earned vacation to be carried over to the next year based on a written request of the employee setting out unique circumstances

to justify the request. If granted, the permission shall be in writing and shall be placed in the employee's personnel file.

D. Payment Upon Separation

An employee, who terminates employment, voluntarily or involuntarily, shall receive any vacation earned by the employee and not previously taken.

E. Scheduling

The Police Chief shall approve scheduling of vacation for all employees. So far as possible, each vacation will be granted at the time selected by the employee so long as it does not conflict with the operation of the City; provided that the final right to allot vacation periods, and the right to change such vacation periods is reserved exclusively to the employer. No more than one (1) employee, including a supervisor, within a department may take vacation at any one time, without the written permission of the City Administrator.

F. Holidays within a Vacation

In the event that a holiday falls within an employee's vacation period such day will not be counted as a day of vacation.

G. Vacation Pay

Vacation pay shall be computed at the straight time rate of pay applicable to an employee's regular classification during the employee's vacation period.

H. Vacation Increments

Vacation leave shall be taken in increments of at least one (1) hour.

**ARTICLE 16
HOLIDAYS**

A. Holidays Recognized

The following ten (10) days are designated as holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day, Christmas day, and one (1) personal day.

Police Department 12-hour shift employees will be paid 12 hours for a Personal Day taken. If a Police Department 12 hour shift employee is not on the work schedule for any other holiday besides their personal day, he/she will receive eight hours of pay. These

eight hours shall not be considered hours worked when figuring overtime. If the actual holiday falls on a scheduled day off of a shift employee, the employee shall be given a day off.

B. Work on a Holiday

An employee shall be granted the day off with pay provided that an employee may be required to work on the holiday if the City determines it to be necessary. If an employee is scheduled to work a holiday, and does work the holiday, the employee shall receive pay at time and one-half (12) the employee's current hourly straight time rate of pay.

C. Days Observed

For non-shift employees, if the holiday falls on Saturday, the preceding Friday shall be observed as the holiday and if the holiday falls on Sunday, the following Monday shall be observed as the holiday. For a shift employee, the actual holiday shall be observed. For purposes of this Article, a holiday shall commence with the first shift change on the day on which the holiday is to be observed and shall continue until the same time the next day.

D. Eligibility for Holiday Pay

In order to be eligible for receiving holiday pay, an employee must have been employed for not less than sixty (60) calendar days, and, unless excused, must report for work on the last scheduled day before the holiday and on the first scheduled work day after the holiday. No employee who is on layoff, who is discharged, or who is under suspension will be eligible for holiday pay.

E. Holidays within a Vacation or Paid Leave

In the event a holiday occurs within an employee's vacation period or a period of paid leave, such day will be counted as a holiday and not as a day of vacation or of paid leave.

**ARTICLE 17
UNION BUSINESS**

A. Union Representatives

The Employer agrees that accredited representatives of the Local Union may be allowed the right to visit with employees who are covered by this Agreement to conduct Union business at any place during non-working hours or during working hours with notification to the employee's supervisor, provided said visitation does not negatively affect the employee's service to the public.

B. Union Stewards

The Union may appoint stewards and shall notify management of the names of the stewards. Stewards may handle grievances and related issues, dues matters, meeting notifications, etc., but have no authority to dictate or coerce any job action contrary to this Agreement. Stewards shall have reasonable access to telephones, for local calls only, in regards to grievance handling needs. In any interview where discipline is to be discussed or issued, the employee, upon request, shall have the right to have a steward present.

**ARTICLE 18
NO STRIKE – NO LOCKOUT**

The parties agree to faithfully abide by the applicable provisions of the Act. Neither the Union or its officers or agents nor any of the employees covered by this Agreement will engage in, encourage, sanction, support or suggest any strikes, slowdowns, picketing, boycotts, sit-ins, mass resignation, mass absenteeism, the willful absence from one's position, work stoppage or any such related activities as ordered in Section 12 of the Act.

The Employer pledges that it will not engage in a lockout during the term of this Agreement as a result of a labor dispute with the Union.

**ARTICLE 19
SAVINGS CLAUSE**

If any article or section of this Agreement or any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, and of any rider thereto or application of such article or section to persons or circumstances other than those as to which had been held invalid, shall not be effected hereby. In the event any article or section is found unenforceable or contrary to applicable law, the parties shall meet to negotiate a replacement provision.

**ARTICLE 20
DURATION AND SIGNATURE**

A. Duration

This Agreement shall be effective on July 1, 2007, and shall continue in effect until June 30, 2010.

B. Signature Clause

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates indicated below.

For the City:

For the Union:

By: _____
Mayor

By: Kim Quirk
Union President

Date: _____

Date: July 9, 2007

APPENDIX A

<u>Step</u>	<u>July 1, 2007</u>	<u>July 1, 2008</u>	<u>July 1, 2009</u>
Start	\$16.11	\$16.84	\$17.60
1	\$16.36	\$17.09	\$17.85
2	\$16.61	\$17.34	\$18.10
3	\$16.86	\$17.59	\$18.35
4	\$17.11	\$17.84	\$18.60
5	\$17.36	\$18.09	\$18.85
6	\$17.61	\$18.34	\$19.10
7	\$17.86	\$18.59	\$19.35
8	\$18.11	\$18.84	\$19.60
9	\$18.36	\$19.09	\$19.85
10	\$18.61	\$19.34	\$20.10
11	\$18.86	\$19.59	\$20.35

Note #1: Step advancement: Employees who are hired between July 1 and December 31 will be eligible for their first step advancement on the July 1 which falls immediately after their date of hire. Employees who are hired between January 1 and June 30 will be eligible for their first step advancement one year following the July 1 which falls immediately after their date of hire. After their initial step movement, employees will move on step on July 1 of succeeding years until they reach the maximum of the salary schedule.

Note #2: Detective + \$0.75/hour K-9 + \$0.75/hour

LONGEVITY

Years of Continuous Service

Amount Per Year

3 Years	\$225.00
5 Years	\$350.00
10 Years	\$600.00
15 Years	\$850.00
20 Years	\$950.00

LETTER OF AGREEMENT

Mr. Kim Quick
President
General Drivers & Helpers Union, Local No. 554
4349 South 90th Street
Omaha, NE 68127

Dear Kim:

Re: Uniform Policy

Please consider this to be a letter of agreement with regard to the uniform policy of the City of Storm Lake, Iowa.

The City agrees: (1) to maintain the current policy regarding the provision and replacement of uniforms, (2) to maintain the current policy regarding the clothing allowance provided to Detectives, and (3) to add a policy which will provide for the replacement of protective vests whenever the warranty period for the vest issued to employee has expired or whenever the vest is damaged in the line of duty.

This letter of agreement is not precedent setting with regard to any matter which it addresses and will terminate on June 30, 2010, unless it is extended by written, mutual agreement between the City and the Union. Neither the letter of agreement nor the agreement itself may be used by either party in any legal proceeding, Public Employment Relations Act proceeding, or grievance proceeding. Please contact me if you have any questions concerning this letter.

James C. Hanks
Attorney for City of Storm Lake